

Aura Communications, Inc.

Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, NC 27709

KY PSC Tariff No. 1
Original page 1

TARIFF OF
AURA COMMUNICATIONS, INC.
REGULATIONS AND SCHEDULE OF LOCAL EXCHANGE CHARGES
APPLYING TO TELECOMMUNICATIONS SERVICES WITHIN
KENTUCKY

Issued: December 15, 2000

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE Effective:

ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

JAN 18 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SECTION 9 (1)
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SECRETARY OF THE COMMISSION

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Aura Communications, Inc. (referred to herein as "Company" or "Aura Communications"), relating to the provision of local exchange service within the Commonwealth of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission. The Company provides exchange telecommunications services on resale and facilities-based bases. Copies of this tariff may be inspected during normal business hours at the Company's principal place of business located at:

Aura Communications, Inc
2222 E. N.C. Hwy 54, Suite 340
Durham, North Carolina 27713

SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

2.1.
2.1.1.
2.1.1.1.1.
2.1.1.1.1.(A).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). Company will use no other symbols on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1. Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.2. Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.3. Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2222 East N.C. Hwy. 54, Durham, N.C. 27709.
- 1.4. Commission: The Kentucky Public Service Commission, the regulating entity within Kentucky.
- 1.5. Company: The term "Company" means Aura Communications, Inc.
- 1.6. Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.
- 1.7. Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.8. Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.
- 1.9. Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
- 1.10. Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

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- 1.11. Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the Customer-specific requirements and service-specific parameters.
- 1.12. Interruption: The inability to complete calls due to equipment malfunctions or human errors.
- 1.13. Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.14. Local Exchange Service: Local Exchange Service is an exchange service that permits calling to stations in the customer's local service area.
- 1.15. Local Exchange Company/ Local Exchange: The Local Exchange Company is a Company providing telecommunications services within a LATA, or Local Exchange.
- 1.16. Local Service Area: The local service area is the entire area composed of an exchange or exchanges within which are located the stations which a customer may call at the rates and charges specified in the Local Exchange Services Tariff.
- 1.17. Nonbusiness Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.
- 1.18. Non-Recurring Charges: Charges to the Customer for services, and equipment, assessed by the Company once usually at the origination or termination of services, and equipment.
- 1.19. Recurring Charges: Monthly charges to the Customer for services, and equipment, which continue for the agreed-upon duration of the service.
- 1.20. Service: Any means of service offered herein or any combination of such services.
- 1.21. Switch: An electronic device used to provide circuit routing and control.

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1.22. Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

1.23. Timely Payment: A payment on a Customer's account made on or before the due date.

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SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff applies to local exchange telecommunications services furnished by Aura Communications, Inc. (Company) between various locations within Kentucky in accordance with the conditions set forth herein.

2.2. Undertaking of Company

Company undertakes to provide telecommunications services to business Customers within Kentucky on the terms and conditions and the rates and charges specified herein.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company may provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

2.3.4 The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

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2.4 Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific Customer where Customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2. Deposits:

2.6.2.1. Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2. Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

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- 2.6.2.3. Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Customer, or the Company's network average usage considering the type and nature of the Customers' service. Interest on deposits will be set at a rate prescribed by the Commission. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations or the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.
- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "Aura Communications shall refund this deposit, less the amount of any unpaid bills for service furnished by Aura Communications, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first."

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2.7. Method of Service of Notices

2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.8. Rendering and Payment of Bills

The customer is responsible for the payment of all charges for facilities and services furnished by the company to the customer.

2.8.1. Each customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day. Customer bills are issued monthly and customers should receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, cashier's check, or credit card accepted by the company.

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Durham, N.C. 27709
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- 2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have 30 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after the due date.
- 2.8.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the full payment is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. Additional penalty charges shall not be assessed on unpaid penalty charges.
- 2.8.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$15.00 or the maximum allowed by state law for each such item returned unpaid by a bank to the Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

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2.8.8. Taxes

The customer is responsible for the payment of federal excise taxes, state and local sales and use taxes imposed by governmental jurisdictions, all of which shall be separately designated on the company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those customers residing in the affected jurisdictions.

2.8.9 Kentucky Lifeline Support

In order to support funding for lifeline service to low-income consumers, the Company will collect a monthly Kentucky Lifeline Support charge from the Customers for each local line provided by the company. The charge per line will be imposed at the rate of \$0.05 per month.

2.9. Disputed Bills

2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five (5) days.

2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.

2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

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2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a charge upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the service location of the Customer by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2. Discontinuance by Company

2.10.2.1. Company will discontinue or refuse services as follows:

- (a) Company may discontinue services under the following circumstances:
 - (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.

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- (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
 - (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
 - (iv) Customer's failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

2.10.3. Notice for Disconnection under Section 2.9.2.1

- 2.10.3.1. Company will send to Customer, not less than 15 days prior to disconnection, a written notice of the pending disconnection, followed by a second written notice 5 days prior to discontinuance of service. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashiers check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$50.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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BY: Stephan B. Bell
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2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner and at such time as is reasonably practicable.

2.14. Limitations of Liability

2.14.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
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- 2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of Commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any commission, agency department, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
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- 2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any Commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
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Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Credit Allowances for Interruptions

Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

For the purpose of determining the amount of any allowance, each month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected.

2.16. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.17. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable, in addition, for reasonable court costs and attorneys fees as determined by the Commission or by the court.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
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2.18. Abuse and Fraudulent Use of Service

2.18.1. The service shall not be used for any unlawful or improper use of the Company's facilities or service, nor for any other reason set out in this Tariff or by applicable law. Service shall not be used for any purpose in violation of law.

2.18.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.19. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.20. END-USER COMMON LINE (EUCL) RECOVERY CHARGE

THE FOLLOWING CHARGE APPLIES TO RECOVERY OF END USER COMMON LINE CHARGES BILLED TO THE COMPANY BY THE INCUMBENT LEC.

| | |
|--------------------------------|--------|
| SINGLE LINE CUSTOMER, PER LINE | \$3.50 |
| MULTILINE CUSTOMER, PER LINE | \$6.07 |

2.21 EMERGENCY SERVICES (911 AND ENHANCED 911)

THIS SERVICE ALLOWS CUSTOMERS TO REACH APPROPRIATE EMERGENCY SERVICES INCLUDING POLICE, FIRE, AND MEDICAL SERVICES. ENHANCED 911 HAS THE ABILITY TO SELECTIVELY ROUTE AN EMERGENCY CALL TO THE PRIMARY E911 PROVIDER SO THAT IT REACHES THE CORRECT EMERGENCY SERVICE LOCATED CLOSEST TO THE CALLER. IN ADDITION, THE CUSTOMER'S ADDRESS AND TELEPHONE INFORMATION WILL BE PROVIDED TO THE PRIMARY E911 PROVIDER FOR DISPLAY AT THE PUBLIC SERVICE ANSWERING POINT (PSAP).

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICES

3.1 LOCAL EXCHANGE SERVICES

The regulations and rates contained herein are applicable to local exchange telephone services furnished within the State of Kentucky.

3.1.1 Local Service Area

Local exchange services are provided, subject to availability of facilities and equipment, in areas served by the following Incumbent LEC's: 1) Verizon Communications, Inc.

3.1.2. Local Exchange Service

Local Exchange Service is an exchange service that permits calling to stations in the customer's local service area.

3.1.3. Flat Rate Service

The Company will use the following statewide schedule of rates in applying charges to basic flat rate service for line access. Rates and charges include Touchtone service for each line. These charges will be reoccurring monthly fees.

| <u>Service and Rates</u> | <u>Type</u> | <u>Residential</u> | <u>Business</u> |
|---------------------------------|--------------------|---------------------------|------------------------|
| Group 1 | Mtly | \$15.00 | \$32.00 |
| Group 2 | Mtly | \$15.00 | \$33.75 |
| Group 3 | Mtly | \$16.70 | \$34.50 |
| Group 4 | Mtly | \$17.50 | \$36.00 |
| Group 5 | Mtly | \$19.50 | \$39.00 |

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

3.1.3.1 Rate Groups

Charges for local service provided by the Company may be based, in part, on the Rate Group associated with the Customer's End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from the End Office.

| Rate Group | Exchange Access Lines And PBX Trunks in Local Call Area |
|------------|---|
| 1 | Up to 13,800 |
| 2 | 13,801 to 25,100 |
| 3 | 25,101 to 45,500 |
| 4 | 45,501 to 200,800 |
| 5 | 200,801 |

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SECRETARY OF THE COMMISSION

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

3.1.4. PBX Service

Private Branch Exchange (PBX) Trunk rates apply for local exchange lines connecting in PBX common equipment and in multifunction systems where the lines are used as pooled facilities, dial or button access and used in connection with direct group calling features.

| <u>Service and Rates</u> | <u>Monthly</u> |
|--------------------------|----------------|
| Group 1 | \$51.00 |
| Group 2 | \$51.00 |
| Group 3 | \$57.00 |
| Group 4 | \$57.00 |
| Group 5 | \$66.00 |

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntnnet.com

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3.1.5. DS1 Service

Monthly

DS1 (DID) \$94.15

3.1.6. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with company provided Analog trunks or DS1s. DID service transmits the dialed digits for all incoming calls allowing the customer's Private Branch Exchange (PBX) to route incoming calls directly to individual stations that correspond to an individual number. Charges for DID capability and DID number blocks apply in addition to charges specified for Analog trunks or DS1s.

Monthly

1ST Block of 20 DID numbers \$10.00
Additional Block of 20 Numbers \$10.00

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SECRETARY OF THE COMMISSION

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
Jaw12@ntrnet.com

3.1.7. ISDN PRI Service

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

3.1.7.1. B Channel

The B channel is a 64 kilobit per second (kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service.

3.1.7.2. D Channel

The D channel is a 64 kilobit per second (kbps) channel that carries signaling and control for the B channels.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntnnet.com

3.1.7.3. PRI Trunk Group

A PRI Trunk Group is a group of channels which are designated as one of the following:

Incoming Exchange Trunk Group
Outgoing Exchange Trunk Group
Two-Way Exchange Trunk Group
Call-by-Call Service Trunk Group

Only one Call-by-Call trunk group may be provisioned per a PRI arrangement. Where available, up to two trunk groups of each of the other trunk group types above may be provisioned on a PRI arrangement. The total number of trunk groups per PRI arrangement is limited to four.

Where available, one D channel can control numerous PRI interface arrangements, depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI interface arrangements in a specific grouping allowing supplemental PRI interface arrangements to consist of 24 B channels.

A 23B + Back-up D Interface Arrangement is required when two or more 24B PRI interface arrangements are ordered. B channels can be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-Way Exchange Trunks may not be accessed on a Call-by-Call basis.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntnnet.com

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| | | | |
|----------|-------------------------------|----------------|----------------------|
| 3.1.7.4. | Rates | | |
| | | <u>Monthly</u> | <u>Non-Recurring</u> |
| | Primary Rate Access | \$1070.00 | \$500.00 |
| | 23 B + D; 24B; 23B + Backup D | | |

3.1.8. IntraLATA Calling Service

IntraLATA services with 7 digit dialing for \$15.00 per line a month allowing the customer to place unlimited intraLATA calls without a per minute charge.

Service is ordered per location and monthly fee is determined by the number of lines at the customer's location. Unable to provide service on a line by line basis.

This option may be selected where available and or facilities allow 7 digit dialing within the customer's LATA.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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3.1.10. Service Features

3.1.10.1. Line Features

Account Codes – Account codes may be Voluntary or Authorized. This feature allows the customer to track telephone usage to a project, department or division. The codes will be variable length, with a total maximum length of 14 digits.

Call Block – This feature allows the customer to avoid unwanted calls by rejecting calls from a list of 6 numbers specified by the customer.

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Forward Don't Answer – Delayed Answer Forwarding. This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

Call Hold – This feature allows callers to be put on hold.

Call Park – This feature allows the customer to put a customer on hold and pickup another call.

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

Call Return – This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Trace – This feature allows the customer to trace the last call received and hold the results for later use by an authorized law enforcement agency. *Note:* There are two types of call tracing.

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ISSUED BY: J m Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
Jmw12@ntnnet.com

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Call Waiting – This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

Caller Name Delivery – This feature allows the customer to see the name of the calling party as listed in the phone book.

Caller Number Delivery – This feature allows the customer to see the originating number of an incoming call.

Direct inward and outward dialing – This is a standard feature of the system. This feature allows the user to make any 3, 7 or 10 digit call and international call, or receive calls from other system users.

Do-Not-Disturb (DND) - This feature sets the station as unavailable and all calls are automatically transferred to voice mail.

Hunting – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

Message Waiting Indicator – This feature alerts the user that a message is waiting through an LED or audible indicator.

Music on Hold – This feature allows the customer to select from a variety of music or announcement formats that a caller will hear when on hold.

Outbound Line Restriction – This feature allows the customer to restrict the user calling privileges based NPA, NPA-NXX or international based either on the station number or user ID code.

Permanent call tracing permits tracing of all calls. On-demand call tracing permits tracing, upon request, of a specific call, provided that the called party dials a designated code immediately after the call to be traced is disconnected, *i.e.*, before another call is received or placed.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
Jaw12@ntrnet.com

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Touch Tone – Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

Speed Dial – This feature will allow a customer to use abbreviated codes to dial frequently called numbers. Repertories of six and twenty-five will be offered.

Three Way Calling -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

3.1.10.2. Basic Trunk Feature Requirements

Direct Inward Dialing – This feature is a one-way trunk for incoming calls only.

Direct Outward Dialing – This feature is a one-way trunk for out going calls only.

Two-way trunk – This feature is will allow both incoming and outgoing calls on a first come, first served basis, to the limit of channels associated with this trunk type.

Hunting – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

Issued: December 15, 2000

ISSUED BY: Jm Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
Jm12@ntrnet.com

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3.1.10.3. Rates

Individual Features: Monthly/Per Use

| | <u>Residence</u> | <u>Business</u> |
|-----------------------------------|------------------|-----------------|
| Hunting | \$10.65 | \$10.65 |
| Touch Tone | \$na | \$na |
| Call Waiting, per line | \$3.50 | \$5.00 |
| Call Hold | \$4.00 | \$4.00 |
| Speed Dial | | |
| 8-Number, per line | \$2.00 | \$2.50 |
| 30-Number, per line | \$3.00 | \$5.00 |
| Call Transfer | \$3.00 | \$3.00 |
| Call Forwarding Busy | \$1.00 | \$1.00 |
| Call Forwarding No Answer | \$1.25 | \$1.25 |
| Call Forwarding Variable | \$2.00 | \$3.00 |
| Call Park | \$3.00 | \$3.00 |
| Call Trace, per line | \$4.20 | \$5.50 |
| Account Code Voluntary | \$5.00 | \$5.00 |
| Account Code Enforced | \$5.00 | \$5.00 |
| Music on Hold | \$1.00 | \$1.00 |
| 3-Way Calling | | |
| per line | \$3.50 | \$4.50 |
| per occurrence | \$0.70 | \$0.70 |
| Call Block, per line | \$3.00 | \$4.00 |
| Call Restriction | \$1.50 | \$1.50 |
| Caller ID (Number Only) | \$6.00 | \$9.00 |
| Caller ID (Name & Number) | \$7.00 | \$10.00 |
| Call Return, per line | \$4.40 | \$5.25 |
| Call Return, per occurrence | \$0.75 | \$0.75 |
| Call Repeat, per line | \$4.40 | \$5.20 |
| Call Repeat, per occurrence | \$0.75 | \$0.75 |
| Cancel Call Waiting | \$1.00 | \$2.00 |
| Distinctive Ring, per line | \$5.00 | \$5.00 |
| Do-Not-Disturb | \$1.00 | \$2.00 |

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

3.1.10.4 Multiple Feature Discounts

Customers may receive a per line discount in the form of a credit on their bill based on the total number of features subscribed to for each line at the end of a given billing period.

| Number of Features | Residence Discount | Business Discount |
|--------------------|--------------------|-------------------|
| 2 | \$0.50 | \$0.75 |
| 3 | \$1.50 | \$2.25 |
| 4 | \$3.00 | \$4.50 |
| 5 | \$4.50 | \$6.75 |
| 6 | \$6.00 | \$9.00 |
| 7 | \$7.50 | \$11.25 |
| 8 | \$9.00 | \$13.50 |
| 9 | \$10.50 | \$15.75 |
| 10 | \$12.00 | \$18.00 |
| 11 | \$13.50 | \$20.25 |
| 12 | \$15.00 | \$22.50 |
| 13 | \$16.50 | \$24.75 |
| 14 | \$18.00 | \$27.00 |
| 15 | \$19.50 | \$29.25 |
| 16 | \$21.00 | \$31.50 |
| 17 | \$22.50 | \$33.75 |
| 18 | \$24.00 | \$36.00 |
| 19 | \$25.50 | \$38.25 |
| 20 | \$27.00 | \$40.50 |

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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BY: Stephan Bue
SECRETARY OF THE COMMISSION

3.1.11. Centrex Service

Centrex Service is furnished from compatible electronic type switching equipment located on Telephone Company premises and includes the facilities necessary for intercom communication between Centrex lines within the customer's system, Local Exchange Service, direct in-dialing to Centrex lines, identification and billing of outgoing long distance messages by line number where such billing is done by the Telephone Company, Touch-Tone Calling Service, and intercept to the main listed number.

3.1.11.1 Features. The Centrex Custom Service dial switching equipment shall be arranged to provide the following system and line feature capabilities:

Automatic Callback – When a person calls another extension and finds it busy, the caller either presses a callback button or dials some digits. When the person whose phone was busy hangs up, the phone system rings both parties and the system connects the two together.

Call Block – This feature allows the customer to avoid unwanted calls by rejecting calls from a list of 6 numbers specified by the customer.

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Forward Don't Answer – Delayed Answer Forwarding. This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

Call Hold – This feature allows callers to be put on hold.

Call Park – This feature allows the customer to put a customer on hold and pick up another call.

Call Pickup – This feature allows the customer to answer another person's ringing phone by punching in one or two numbers on their phone.

Call Pickup with Barge In – This feature allows the customer to interrupt a another call while it is in process.

Call Repeat – This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

Call Restriction – This feature prevents the caller from making certain types of calls, usually either a toll or a long distance call.

Call Return – This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Select Forward – This feature allows the customer to have calls from selected numbers ring at another number.

Call Transfer – This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

Call Waiting – This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

Caller ID Rejection – This feature prevents the customer from receiving calls from specific numbers.

Caller Name Delivery – This feature allows the customer to see the name of the calling party as listed in the phone book.

Caller Number Delivery – This feature allows the customer to see the

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

originating number of an incoming call.

Distinctive Ring – This feature allows the customer to distinguish types of incoming calls such as an outside call or an inside (intercom) call by the tone of the ringing.

Executive Busy Override – This feature allows certain users to intrude on conversations on other extensions.

Hunting – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

Intercom Dialing – This feature allows the customer to dial another person’s extension.

Last Number Redial – This feature allows the customer to automatically redial the last numbered dialed.

Priority Call – This feature gives high priority callers a ring of their own. This allows the customer to program up to 6 callers’ numbers. If the customer has Call Waiting, they will hear a priority “beep” when they are on the phone.

Speed Dial – This feature will allow a customer to use abbreviated codes to dial frequently called numbers. A block of twenty-five numbers will be offered.

Three Way Calling -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

Touch Tone -- Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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3.1.11.2. Rates

Centrex Line Basic Package:

| | <u>Monthly</u> | <u>Non-Recurring</u> |
|-----------------|----------------|----------------------|
| Per Line charge | \$33.30 | \$0.0 |

Touch Tone
Call Hold
Call Transfer
3-Way Calling
Call Forward Variable
Call Forward Busy
Call Forward Don't Answer
Call Hold
Call Pick-Up
Call Restriction
Call Waiting
Call Pick-Up with Barge In
Distinctive Ring
Hunting

Centrex Line Deluxe Package:

(Includes all of the Centrex Basic Features)

| | <u>Monthly</u> | <u>Non-Recurring</u> |
|-----------------|----------------|----------------------|
| Per Line charge | \$35.30 | \$0.0 |

Call Block
Call Park
Caller ID Rejection
Caller ID (Number Only)
Automatic Call Back
Executive Busy Override
Last Number Redial
Priority Call
Call Repeat
Call Return
Speed Dial (30)

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

3.2 OPERATOR SERVICES

Operator Assisted Local Calls are calls placed within the customer's local service area through a Telephone Company operator.

The following charges apply for Operator Assisted Local Calls and are in addition to any charges for local messages as specified in this Company's applicable tariffs.

Operator Assisted Local Call Charges Per Call:

Station-to-station:

| | |
|------------------------------|--------|
| Customer Dialed Calling Card | \$0.50 |
| Operator Services Assisted* | \$1.00 |

| | |
|------------------|--------|
| Person-to-Person | \$2.00 |
|------------------|--------|

A charge of \$.95 applies each time the operator verifies a called line and hears voice communication. A charge of \$1.40 applies each time an operator interrupts a conversation that is in progress on the called line.

Charges will be billed to the originating telephone, credit card, third number, or collect. The charge will not apply for calls to the Company for official telephone business, for emergency calls, when the caller identifies himself as handicapped or when the caller Advises he has had service trouble in reaching the terminating number.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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BY: Stephan Bull
SECRETARY OF THE COMMISSION

3.2.1. Directory Listings

Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

3.2.1.1. Directory Listings are provided in connection with each customer service as specified herein.

3.2.1.2. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.

3.2.1.3. Listings must conform to the Telephone Company's specifications with respect to its directories.

3.2.1.3.1. The Telephone Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.

3.2.1.3.2. The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Telephone Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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BY: Stephan D. Bell
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3.2.1.4. Rates

The following rates apply for regular and special types of additional listings, and shall be effective at the time the listing is placed on the directory assistance records.

| | <u>Monthly</u> |
|--------------------------------|----------------|
| Primary Listing | N/C |
| Additional Listing | |
| Business | \$1.50 |
| Residence | \$1.15 |
| Nonlisted Telephone Service | \$1.30 |
| Nonpublished Telephone Service | \$2.50 |

3.2.1.5. Nonlisted and nonpublished charges, as specified above, are not applicable to:

3.2.1.5.1. Nonlisted or Nonpublished Telephone Service furnished to a customer for data service where there is no voice use contemplated.

3.2.1.5.2. Nonlisted or Nonpublished Telephone Service furnished to a customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.

3.2.1.5.3. Nonlisted or Nonpublished Telephone Service furnished to a customer with other listed, nonlisted or nonpublished service in the same directory area.

3.2.1.5.4. Nonlisted or Nonpublished Telephone Service associated with Mobile Telephone Service, Pay Telephone Lines and Network Controlled Lines.

3.2.1.5.5. Nonlisted or Nonpublished Telephone Service associated with dependent telephone numbers of a Distinctive Ring Custom Calling Service.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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3.2.1.5.6. Customers who apply for a non-published number shall be advised at the time of request for service that, if E911 services are offered in their area, their numbers will be furnished to the E911 provider in their area.

3.2.1.6 Reserved Telephone Numbers

Subject to the availability of facilities, a Customer may reserve telephone numbers for his future use. The charge for this service is \$5.00 per Reserved number, per month, plus any applicable service charges.

3.2.2. Directory Assistance

The Telephone Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.2.2.1. The services of a Telephone Company operator are not to be used in connection with the completion of direct dialed Directory Assistance Service calls except in the following cases:

3.2.2.1.1. To reach the Directory Assistance Service attendant where direct dialing facilities are not available.

3.2.2.1.2. To reach the Directory Assistance Service attendant when attempts by the customer to direct dial such a call cannot be completed.

Call allowances are not transferable between separate accounts

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

3.2.2.2. Rates

The rates set forth following apply when customers request Telephone Company assistance in determining telephone numbers of customers.

Within the Telephone Company's Calling Area for the originating line, per call \$0.25

Outside the Telephone Company's local calling and LATA/NPA serving areas for the originating line, per call \$0.50

Maximum of two requested telephone numbers per call.

3.3 Move, Add, Change and Disconnect Charges

| | <u>Non-Recurring</u> |
|---|----------------------|
| Move or Add, per Line or Analog Trunk | \$25.00 |
| Move or Add, per DS1 | \$30.00 |
| Telephone Number Change, per Line, Trunk or DS1 | \$5.00 |
| Temporary Suspension Charge, per Line, Trunk or DS1 | \$5.00 |
| Restoration of Service, per Line, Trunk or DS1 | \$25.00 |
| Billing Name Change, per account | \$5.00 |
| Customer initiated Order Change | \$5.00 |
| Change in Class or Grade of Service Charge | \$5.00 |

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

3.4 Inside Wiring Maintenance

Premises wiring is wiring which connects separately housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.

Fully-protected premises wiring is premises wiring which is:

No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and/supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.

A cord which complies with (a) preceding and which is extended once by a registered extension cord. Extension cords may be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.

Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the network interface.

Unprotected premises wiring is all other premises wiring.

Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Telephone Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the Federal Communications Commission.

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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The Telephone Company may invoke extraordinary procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations where one or more of the following conditions are present:

Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.

A failure has occurred during acceptance testing for imbalance.

Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

3.4.1. Restrictions

Basic wire maintenance does not cover:

PBX systems

Channel services

Coin operated telephone services

ISDN (PRI)

Pre-existing conditions misuse; abuse; riot; acts of war; fire and acts of nature; Non-standard wire and jacks that do not comply with Part 68 of FCC rules and/or Aura Communications's technical standards; Malfunctions resulting from the use of voice grade lines to transmit or receive data or signals beyond the operating parameters of the line; Restoration of premises if asked to repair concealed wire; Customer provided equipment (CPE); Inside telephone wiring; jacks or other items used in connection with the telephone exchange of a provider other than Aura Communications.

Basic wire maintenance does not provide for any direct repair work on other than the customer's premises wire and jacks. Inside wire maintenance may not be the customers' responsibility if their business is operating in a leased premises. Customers should contact their landlord or property manager to determine responsibility.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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3.4.2. Rates

| | <u>Monthly</u> |
|------------------------------------|----------------|
| Inside Wiring Maintenance Charges: | |
| Per Residence Line | \$3.00 |
| Per Business Line | \$4.00 |

3.5 Customer Premise Visit Charge

Customer Premise Visit Charge is a flat rate charge that applies when the Company dispatches personnel to a customer's premises to perform work necessary for installing new service, effecting changes in service or resolving trouble reported by the customer when the trouble is found to be caused by the Customer's facilities.

| | | |
|-------------------------------|-----------|----------|
| Customer Premise Visit Charge | Residence | Business |
| Flat Rate Charge | \$65 | \$65 |

3.6 Telecommunications Relay Service (TRS)

Where required by the Commission, the company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The company will impose any monthly surcharge and any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

The current charge for the TRS/TDD Surcharge is \$0.07 per line per month.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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3.7 Vanity Telephone Number

At the request of the customer, the company may assign a telephone a telephone number with the last four digits selected by the customer. The assignment is subject to availability of a particular number. The following charges will apply for Vanity Telephone Numbers:

| Non-Recurring (per number) | Monthly Recurring (per number) |
|-------------------------------|-----------------------------------|
| \$5.00 | \$2.00 |

3.8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Aura Communications may furnish a facility and/or service at a rate or charge different from those specified in the Company's tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Commission rules.

3.8.1. Rates

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Commission rules for such arrangements.

3.9. PROMOTIONAL OFFERINGS

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
law12@ntrnet.com

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SECRETARY OF THE COMMISSION

3.10. MARKETING GUIDELINES

As a telephone utility under the regulation of the Public Service Commission of Kentucky, the Company hereby asserts and affirms that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Kentucky, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of Kentucky

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ISSUED BY: Jim Williams
President
Aura Communications, Inc.
2222 East N.C. Hwy 54
Durham, N.C. 27709
Jaw12@ntrnet.com

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SECRETARY OF THE COMMISSION